



GOVERNMENT OF INDIA

Chandigarh Administration Gazette

Published by Authority

NO. 31] CHANDIGARH, FRIDAY, MARCH 13, 2020 (PHALGUNA 23, 1941 SAKA)

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 9th March, 2020

No. 13/1/9341-HII(2)-2020/4165.—In exercise of the powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR (PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 1/2016, dated 08.02.2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between :—

1. PARAMJIT SINGH (GATEKEEPER)
2. PARVATI (AYA)
3. SHIMLA (SWEEPER)
4. TRIPTA (AYA)
5. DINANATH (UNSKILLED WORKER) SRI GURU HARKRISHAN SENIOR SECONDARY PUBLIC SCHOOL, SECTOR 40-C, CHANDIGARH (Workmen)

AND

SRI GURU HARKRISHAN SENIOR SECONDARY PUBLIC SCHOOL, SECTOR 40-C, CHANDIGARH THROUGH ITS PRINCIPAL. (Management)

referred to the said court by the Chandigarh Administration bearing Endorsement No.13/1/9341-HII(2)-2015/26287, dated 28.12.2015.

AWARD

1. Below mentioned Reference bearing Endorsement No.13/1/9341-HII(2)-2015/26287, dated 28.12.2015 received from the Secretary Labour, Chandigarh Administration is being disposed of :—

"Whether the demand raised in the demand notice dated 23.07.2015 by Smt./Sh. Paramjit Singh (Gate keeper), Parvati (Aya), Shimla (Sweeper), Tripta (Aya) and Dina Nath (Unskilled Worker), Sri Guru Harkrishan Sr. Sec. Public, School, Sector 40-C, Chandigarh And The Principal, Sri Guru Harkrishan Senior Secondary Public School, Sector 40-C, Chandigarh (through its Principal) are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

(401)

*This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>*

2. Shri Paramjit Singh & Others (hereinafter called "workmen") had served demand notice dated 23.07.2015 upon the Principal, Sri Guru Harkrishan Senior Secondary Public School (hereinafter called "management") under Section 2(k) of the Industrial Disputes Act, 1947 (hereinafter called "ID Act"). Upon notice, the workers' union appeared through its representative. Demand notice was treated as statement of claim. Case of the workman in nutshell is that the transfer of Shri Jay Singh, Peon from Chandigarh school to Amritsar *vide* letter No. SGHSSPS/Jay Singh/088, dated 02.07.2015 is illegal, wrong, unjustified and against the principles of natural justice, a trade union victimization and unfair labour practice. The management had violated Section 9-A of the ID Act as no notice was given to Shri Jay Singh, Peon as required under the law before his transfer to Amritsar. The transfer of Shri Jay Singh is a colourful exercise to terminate his services as he actively espoused the cause of non-teaching staff for their legitimate right to get wages at par of Government employee of the same rank for which they are legally entitled. Ultimately, it is prayed that transfer letter of Shri Jay Singh be set aside and Shri Jay Singh be allowed to work at Chandigarh school.

3. The management contested the case of the workman and filed written statement that the transfer of Shri Jay Singh from Chandigarh to Amritsar school was ordered keeping in view the exigencies of work and in accordance with rules and instructions issued from time to time by the Chief Khalsa Diwan Charitable Society, the governing body of the school.

4. The workmen filed replication reiterating the averments of their case and denied the averments made in written statement. From the pleading of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the demand raised in the demand notice dated 23.07.2015 by the workmen is genuine & justified, if so, to what effect and to what relief the workmen are entitled to, if any ? OPW
2. Relief.

5. In support of their case, the workmen examined Shri Jai Singh as AW1. Learned representative for the workmen closed the evidence. On the other hand, the management examined Ms. Pritinder Kaur-Principal as MW1.

6. During the pendency of the present industrial dispute, learned representative for the workmen made the following statement :—

"In view of the notification as well as latest citation of the Hon'ble High Court, I may kindly be allowed to withdraw the present industrial dispute with the liberty to file a fresh one before the Hon'ble Education Tribunal, Union Territory Chandigarh."

Accordingly, the present industrial dispute is disposed off as withdrawn with a liberty to file a fresh before the Education Tribunal, Union Territory Chandigarh. Appropriate Government be informed. File be consigned to the record room.

The 08.02.2020.

(Sd.) . . . ,
(ANSHUL BERRY),
Presiding Officer,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB 0095.

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 9th March, 2020

No. 13/1/9408-HII(2)-2020/4163.—In exercise of the powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR (PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 22/2018, dated 08.02.2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between:

1. BALBIR SINGH - SUPERVISOR, S/O SHRI JOGINDER SINGH
2. DARSHAN SINGH - SUPERVISOR, S/O LATE SHRI JASWANT SINGH
3. GURMUKH SINGH - SECURITY GUARD, S/O SHRI DALIP SINGH
4. KULWINDER SINGH - SECURITY GUARD, S/O SHRI SWARAN SINGH
5. GURMEET SINGH - SECURITY GUARD, S/O SHRI RATTAN SINGH
6. BALDEV SINGH - GUNMAN, S/O SHRI BALBIR SINGH
7. JAGTAR SINGH - SECURITY GUARD, S/O SHRI AJMER SINGH
8. KULDIP SINGH-I - SECURITY GUARD S/O SHRI JOGINDER SINGH
9. JAGJIT SINGH - SECURITY GUARD, S/O SHRI KARNAIL SINGH
10. HARWINDER SINGH - SECURITY GUARD, S/O SHRI BALBIR SINGH
11. TARLOCHAN SINGH - GUNMAN, S/O SHRI DIAL SINGH
12. DHARMINDER SINGH - SECURITY GUARD, S/O SHRI SHER SINGH
13. FAQUIR CHAND - SUPERVISOR, S/O SHRI RABI
14. SURENDER SINGH - SECURITY GUARD, S/O SHRI AJIT SINGH
15. GARIB SINGH - SECURITY GUARD, S/O SHRI TEJA SINGH
16. SUKHDEV SINGH - SUPERVISOR, S/O SHRI BACHAN SINGH
17. RANJIT SINGH - SECURITY GUARD, S/O SHRI BABU SINGH
18. HARBIR SINGH - SECURITY GUARD, S/O SHRI SEWA SINGH
19. JASBIR SINGH - SECURITY GUARD, S/O SHRI HARBANS SINGH
20. MANDEEP SINGH-I - SECURITY GUARD, S/O SHRI DARSHAN SINGH
21. KULWINDER SINGH-II - SECURITY GUARD, S/O SHRI PREM SINGH
22. AMRITPAL SINGH - SECURITY GUARD
23. BALJIT SINGH - SECURITY GUARD, S/O SHRI KAUR SINGH

24. DILBAGH SINGH - SECURITY GUARD, S/O SHRI GURDAB SINGH
25. SHINGARA SINGH - SECURITY GUARD, S/O SHRI KARTAR SINGH
26. MUKHTIAR SINGH - ASO, S/O SHRI BALWANT SINGH
27. HARPREET SINGH - SECURITY GUARD, S/O SHRI GURDIAL SINGH
28. BALBIR SINGH - SECURITY GUARD, S/O SHRI SOHAN SINGH
29. RAJINDER PARSHAD - SECURITY GUARD, S/O LATE SHRI RAM MURTI
30. ROHIT KUMAR - SECURITY GUARD, S/O SHRI BALBIR CHAND
31. JAGTAR SINGH-II - SECURITY GUARD, S/O SHRI BHAG SINGH
32. DALJIT SINGH - SECURITY GUARD, S/O SHRI KESAR SINGH
33. RAJ KUMAR - SECURITY GUARD, S/O SHRI PURAN SINGH
34. SUKHDEV SINGH - SECURITY GUARD, S/O SHRI AJIT SINGH
35. SARVJEET SINGH - SECURITY GUARD, S/O SHRI NAJAR SINGH
36. BALWANT SINGH - SECURITY GUARD, S/O SHRI GURBAKSH SINGH
37. MANDEEP SINGH-II - SECURITY GUARD, S/O SHRI IQBAL SINGH
38. PALWINDER SINGH - SECURITY GUARD, S/O SHRI JAGIR SINGH
39. MANJEET SINGH - SECURITY GUARD, S/O SHRI GURCHARAN SINGH
40. SATBIR SINGH - SECURITY GUARD, S/O SHRI HARDEEP SINGH
41. GAGANDEEP SINGH - SECURITY GUARD, S/O SHRI SWARAN SINGH
42. SUBASH CHAND - SECURITY GUARD, S/O SHRI JAGAN NATH
43. SATISH KUMAR- SECURITY GUARD, S/O SHRI OM PARKASH
44. KULDEEP SINGH - SECURITY GUARD, S/O SHRI KARNAIL SINGH ALL ARE THE EMPLOYEES OF RAYAT & BAHRA GROUP OF INSTITUTES (Workmen)

AND

1. CHAIRMAN-CUM-MANAGING DIRECTOR, RAYAT & BAHRA GROUP OF INSTITUTES, S.C.O. NO.126-127, LEVEL 3 & 4, SECTOR 34-A, CHANDIGARH.
2. VICE CHANCELLOR, RAYAT & BAHRA DEEMED UNIVERSITY, V & PO SAHAURAN, TEHSIL KHARAR, DISTRICT SAS NAGAR.
3. REGISTRAR, RAYAT & BAHRA DEEMED UNIVERSITY, SAHAURAN, DISTRICT SAS NAGAR, MOHALI. (Management)

AWARD

1. Below mentioned Reference bearing Endorsement No.13/1/9408-HII(2)-2018/5815, dated 16.03.2018 received from the Secretary Labour, Chandigarh Administration is being disposed of :—

"Whether the demand raised in the demand notice dated 04.06.2016 by the 44 employees (Supervisors, Gunman and Security Guards)) of Rayat & Bahra Group of Institutes named as following :—

Balbair Singh-Supervisor, Darshan Singh-Supervisor, Gurmukh Singh-Security Guard, Kulwinder Singh-Security Guard, Gurmeet Singh-Security Guard, Baldev Singh-Gunman, Jagtar Singh-Security Guard, Kuldeep Singh-I - Security Guard, Jagjit Singh - Security Guard, Harwinder Singh - Security Guard, Tarlochan Singh-Gunman, Dharminder Singh - Security Guard, Faquir Chand - Supervisor, Surender Singh - Security Guard, Garib Singh- Security Guard, Sukhdev Singh - Supervisor, Ranjit Singh - Security Guard, Harbir Singh - Security Guard, Jasbir Singh - Security Guard, Mandeep Singh-I - Security Guard, Kulwinder Singh-II, Security Guard, Amritpal Singh - Security Guard, Baljit Singh- Security Guard, Dilbagh Singh-Security Guard, Shingara Singh - Security Guard, Mukhtiar Singh - Supervisor, Harpreet Singh - Security Guard, Balbir Singh - Security Guard, Rajinder Parshad - Security Guard, Rohit Kumar - Security Guard, Jagtar Singh-II - Security Guard, Daljit Singh - Security Guard, Raj Kumar - Security Guard, Sukhdev Singh - Security Guard, Sarvjeet Singh - Security Guard, Balwant Singh - Security Guard, Mandeep Singh-II - Security Guard, Palwinder Singh-Security Guard, Manjeet Singh - Security Guard, Satbir Singh - Security Guard, Gangandeep Singh - Security Guard, Subash Chand - Security Guard, Satish Kumar - Security Guard, Kuldeep Singh - Security Guard And (1) The Chairman-cum-Managing Director, Rayat & Bahra Group of Institutes, S.C.O. 126-127, Level 3 & 4, Sector 34-A, Chandigarh. (2) The Vice Chancellor, Rayat and Bahra Deemed University, Sahauran, District SAS Nagar (Mohali). (3) The Registrar, Rayat and Bahra Deemed University, Sahauran, District SAS Nagar (Mohali), are genuine and justified. If so, to what effect and to what relief the Union / Workers are entitled to, if any ?"

2. Shri Balbir Singh & Others (hereinafter called "workmen") had served demand notice dated 04.06.2018 upon the Chairman-cum-Managing Director, Rayat & Bahra Group of Institutes & Others (hereinafter called "management") under Section 2(k) of the Industrial Disputes Act, 1947 (hereinafter called "ID Act"). Upon notice, the workmen appeared through their representative. Statement of claim was filed. Case of the workmen in nutshell is that the workmen were appointed as Supervisor, Gunman and Security Guards after the due procedure adopted by management No.1. In the year 2012, regular pay scales of the employees were introduced by the management but the same were denied to the workmen. The workmen had raised the following demands :—

- (i) Minimum pay of ₹ 20,000/- for Supervisors, ₹ 17,000/- for Gunmen and ₹ 14,000/- for Security Guards *plus* ₹ 400/- per hour for extra duty hours for Supervisors, ₹ 300/- per hour for Gunmen and ₹ 200/- per hour for Security Guards.
- (ii) Employees Provident Fund (EPF) be deducted and deposited with the Regional Provident Fund Commissioner to their EPF Accounts from their date of joining and the yearwise statement of EPF be provided to each employees in the month of April of every year.
- (iii) All the employees be covered under ESI Scheme and necessary identity cards be also issued for each employees in this respect.

- (iv) All the employees be provided with two uniforms one each for summer as well as for winter season, a pair of shoes along with socks, jersey/ long coat, turban / cap in a year.
- (v) All the employees be allowed a washing allowance at the rate ₹ 500/- per month and the arrears of the same be also given from the date of joining of each employee.
- (vi) All the employees be given salary on 7th of each month. If there happens to be Sunday on 7th, the same be given on 6th of every calendar month.
- (vii) All the employees be allowed TA / DA at the rate ₹ 700/- per day *plus* petrol expenses (at the rate ₹ 3.00 per kilometre) for Supervisors, ₹ 500/- for Gunmen *plus* petrol expenses and ₹ 400/- *plus* petrol expenses for Security Guards.
- (viii) All the employees be given an increase in salary at the rate 10-20% of basic pay keeping in view the harsh working condition of employees as per their post.
- (ix) All the employees be provided with the facility of group insurance of ₹ 5 lacs for each employees the premium of which is to be paid by the management on behalf of its employees.
- (x) A security post be erected for Security Guards on all entry / exist points having a minimum basic facilities like toilets, drinking water, light, fan and heating arrangements in the winter season.
- (xi) All the employees be given 12 leaves apart from national holidays. In case the management deploy / depute any employee on duty on the national holiday in that case the double pay of the day be given.
- (xii) All the employees be given gratuity as per the payment of Gratuity Act as amended from time to time.
- (xiii) All the Security Guards be provided with heavy portable heavy search lights for the dense area of the campus to supervise in night hours / foggy season.
- (xiv) All the employees be given festival attendance / advance for purchase of scooter / motor cycle without interest and tuition fee reimbursement for the children of the employees.

3. During the pendency of the present reference, learned representative for the workmen made the following statement :—

"In view of the notification as well as latest citation of the Hon'ble High Court, I may kindly be allowed to withdraw the present industrial dispute with the liberty to file a fresh one before the Hon'ble Education Tribunal, Union Territory, Chandigarh."

Accordingly, the present reference is disposed off as withdrawn with a liberty to file a fresh before the Education Tribunal, Union Territory, Chandigarh. Appropriate Government be informed. File be consigned to the record room.

The 08.02.2020.

(Sd.) ,
(ANSHUL BERRY),
Presiding Officer,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB 0095.

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 9th March, 2020

No. 13/1/9718-HII(2)-2020/4227.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 35/2017, dated 20.01.2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between :—

ANU BALA W/O SHRI ISHU KUMAR, HOUSE NO. 1070, VILLAGE KISHANGARH, CHANDIGARH (Workman).

AND

MICROTEK INTERNATIONAL PRIVATE LIMITED, PLOT NO. A-12, RAJIV GANDHI CHANDIGARH TECHNOLOGY PARK, CHANDIGARH—160101 THROUGH ITS MANAGING DIRECTOR & MANAGER (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in brief is that she was engaged on 05.01.2015 as Telephone Attendant and later on she was given appointment letter on 11.02.2015 and in her appointment letter her designation was shown as Customer Care Executive. She remained in continued services under the management's direct control and supervision till 30.01.2016. On 15.10.2015 the workman applied for maternity leave through e-mail from 01.11.2015 onwards as her delivery date was 20.11.2015. On 30.01.2016 the workman went to the workplace to report for duty but she was not allowed to enter the premises and she was sent out from the institution. The workman was illegally terminated from her job. At the time of termination, she was drawing salary at the rate ₹ 9,180/- per month. The management had terminated her services with effect from 30.01.2016 without any notice and without paying any retrenchment compensation in violation of provisions of Section 25-F, 25-G and 25-N of the ID Act. The workman's maternity benefits, leave encashment, bonus, retrenchment compensation, gratuity and other legal dues are pending with the management. The workman had completed more than 240 days in every calendar year of service. The workman filed a demand notice before the Assistant Labour Commissioner, Chandigarh on 04.04.2016 but no amicable settlement could be made possible. Ultimately, it is prayed that the workman be reinstated with continuity of service and full back wages.

3. The management contested the case of the workman and filed written statement raising preliminary objection that the demand notice and claim statement is premature and not maintainable. The workman did not report for duty after 31.10.2015 without any prior sanction of leave or permission. On merits, it is pleaded that the workman was interviewed on 09.02.2015 and she joined the duty on 11.02.2015. The workman served the management till 31.10.2015 and remained absent from duty thereafter. The workman was covered under ESI Act so she was required to apply for leave through ESI Corporation only. She did not apply for maternity leave in the prescribed manner and started remaining absent from duty with effect from 01.11.2015. The management is still ready to allow her to join duty immediately if she is so desirous provided she does not claim back wages. The workman is entitled to invoke the provisions of the ESI Act for benefits of maternity leave, leave encashment and other dues. She is not entitled to any gratuity considering the length of her service with the management. The management is ready to pay retrenchment compensation to her if she is prepared to settle the dispute as contained in the present reference. Other averments of the case of the workman were denied and ultimately, it is prayed that the claim of the workman be dismissed.

4. The workman filed replication reiterating the averments of her case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. Learned representative for the workman closed the evidence. On the other hand, the management examined Shri Ajay Jain - General Manager as MW1. Learned representative for the management closed the evidence.

6. I have heard learned representatives for the parties and have gone through the file carefully. My findings on the issues framed in this case are as follows :—

ISSUE NO. 1 :

7. Onus to prove this issue was on the workman and to discharge the same learned representative for the workman has examined the workman as AW1, who deposed that she was engaged on 05.01.2015 as Telephone Attendant and she was given appointment letter on 11.02.2015. Copy of appointment letter is Mark 'A1'. On 15.10.2015 she applied for maternity leave through email from 01.11.2015 onwards and copy of email is Exhibit 'A2'. On 30.01.2016 she went to work place for her duty but she was not allowed to enter the premises and she was sent back from the institution. She was illegally terminated. She was drawing salary of ₹ 9,180/-. She further deposed that the management has violated the provisions of Section 25-F, 25-G and 25-N of the ID Act and the management had not provided maternity benefits, leave encashment, bonus, retrenchment compensation, gratuity and other legal dues to her.

8. Learned representative for the workman has argued that the workman joined the services of the management as Telephone Attendant on 05.01.2015 and proceeded on maternity leave on 01.11.2015 thereafter on 30.01.2016 when she went to the workplace for her duty she was not allowed to enter the premises. She had completed more than 240 days in every calendar year of service. Verbal order of termination is illegal in violation of provisions of Section 25-F, 25-G & 25-N of the ID Act and principles of natural justice. He prayed for reinstatement of the workman with continuity of service and full back wages.

9. On the other hand, learned representative for the management has examined Shri Ajay Jain as MW1, who deposed that he is working as General Manager since November 2018. The demand notice and statement of claim is premature and not maintainable. The services of the workman were never terminated rather she did not report after 31.10.2015. She did not get her leave sanctioned from the competent authority before absenting. She was covered under ESI so she is not entitled for any wages for alleged maternity period. She was required to apply for the leave through ESI Corporation and did not apply for maternity leave in the prescribed manner and started absent from duty with effect from 01.11.2015.

10. Learned representative for the management has argued that services of the workman were never terminated rather she started absenting from duties without any prior sanction of leave. Since the workman was covered under the ESI so she was supposed to apply for maternity leave in the prescribed manner. He prayed for dismissal of the present industrial dispute.

11. After giving my thoughtfully consideration to the rival contentions of both the sides, I find that admittedly the workman was working with the management as Telephone Attendant. Copy of appointment letter Mark 'A' is nowhere disputed. As per averments of the workman she applied for maternity leave on 15.10.2015. She proved the copy of e-mail as Exhibit 'A2' but learned representative for the management is stating that the workman did not get her leave sanctioned from the competent authority and she was absent from duty. But the workman has placed on record e-mail Exhibit 'A2'. In order to rebut the evidence of the workman the management has not placed on record any notice which was served to the workman for absents from duty. It is simply stated by the management that she had not got sanctioned the leave properly and was absented from duty. In written statement to the claim statement it is admitted by the management that they are ready to allow the workman to join immediately if she so desirous provided she did not claim back wages. As regards other benefits like maternity benefits, leave encashment etc. is concerned, admittedly being the employee of the management, the workman was covered under the ESI so she can claim the benefits of maternity and leave encashment from ESI authorities. As regards termination of the workman is concerned admittedly the workman remained in employment under the management and the management had failed to prove on record any notice through which the management had informed the workman about her absence and called any explanation from the workman with regard to her absence rather the workman placed on record copy of email through which she had applied for maternity leave. Hence, it is proved on record that the workman went to join the duty but the management did not allow him to join her duty. In the light of discussion made above, it is proved on record that the management had refused work to the workman and had terminated the services of the workman illegally as such the workman is held entitled for reinstatement with continuity of service and 25% back wages. Accordingly, this issue is decided in favour of the workman and against the management.

RELIEF :

12. In the light of findings on the issue above, this industrial dispute is allowed. The workman is entitled for reinstatement with continuity of service and 25% back wages. The management is directed to comply with the award within three months from the date of publication of the same in Government Gazette failing which the management is liable to pay interest at the rate 8% per annum on the amount of consequential benefits from the date of this award till the date of actual realisation. Appropriate Government be informed. Copy of this award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to concerned Civil Court. File be consigned to the record room.

(Sd.),

(ANSHUL BERRY),

Presiding Officer,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB 0095.

The 20.01.2020.

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 9th March, 2020

No. 13/1/9721-HII(2)-2020/4231.—In exercise of the powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned

*This is Digitally Signed Gazette. To verify, visit :
<https://egazette.chd.gov.in>*

hereby publish the following award bearing reference No. 14/2018, dated 08.02.2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between :—

ANU, C/O SHRI BALESHWAR SINGH, HOUSE NO. 1836-C, DHANAS COMPLEX, UNION TERRITORY, CHANDIGARH (Workman).

AND

1. CHITRA SECURITY SERVICE, 1ST FLOOR, SAINI TOWER, NEAR SAINI BHAWAN, BARWALA ROAD, DERABASSI, DISTRICT MOHALI THOROUGH ITS PROPRIETOR.

2. T.K. INDIA, PLOT NO. 346-347, INDUSTRIAL AREA, PHASE-I, CHANDIGARH THROUGH ITS MANAGER (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that she was appointed by management No. 1 as Assembler on 23.03.2017 and she was deployed at the work place of management No. 2. The workman worked with management No.2 upto 30.09.2017 continuously when her services were illegally & wrongly terminated by refusing work. On 01.10.2017 the workman went to attend her normal duty but she was refused work by management No.1 on the pretext that management No. 2 has directed him to reduce the labour force.

3. Management No.1 contested the case of the workman and filed written statement stating that when management No.2 directed answering management to reduce the manpower due to lack of orders, the answering management intimated the workman that since there is hardly any work with management No.2, the answering management can adjust her with another group, with which answering management has the contract, namely M/s Dharampal Satyapal Group at Mandi (HP). But the workman flatly refused to join at transferred place.

4. Management No.2 contested the case of the workman and filed written statement stating that there was contractual agreement between management No. 1 and the answering management for providing manpower on contract basis. There is no relationship of employer & employee between answering management and the workman.

5. The workman filed replications reiterating the averments of her case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by my learned Predecessor :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Whether there is no relationship of employee & employer between the workman & management No.2 ? OPM
3. Relief.

6. During the pendency of the present industrial dispute, the workman made the following statement :—

"I have settled my dispute with the management for sum of ₹ 30,000/-. I have received the payment in the court *vide* Cheque No. 709449, dated 15.01.2020 for a sum of ₹ 30,000/- drawn on Punjab National Bank, Panchkula. I have no dispute with the management and I am submitted copy of the settlement arrive between the parties along with the copy of the cheque and no dispute award may kindly be passed accordingly."

Accordingly, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.),

(ANSHUL BERRY),

The 08.02.2020.

Presiding Officer,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB 0095.

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 9th March, 2020

No. 13/1/9732-HII(2)-2020/4207.—In exercise of the powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 94/2017, dated 08.02.2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between :—

MAYA-2, W/O SHRI SUBHASH, HOUSE NO. 91, BAPUDHAM COLONY, PHASE-I, SECTOR 26, CHANDIGARH (Workman).

AND

GREENASIA FACILITY MANAGEMENT PRIVATE LIMITED, GATE NO. 5, ELANTE MALL, INDUSTRIAL AREA, PHASE I, CHANDIGARH THROUGH ITS MANAGING DIRECTOR (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that she was appointed by the management as Lady Sweeper and was allotted code No. 866 on 22.04.2013. She remained in uninterrupted employment of the management upto 06.12.2016 when her services were illegally & wrongly terminated by refusing work. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated the provisions of Section 25-F of the ID Act.

3. The management contested the case of the workman and filed written statement that the workman joined the services with effect from 22.04.2013 as H. K. Maid with the management. On 03.12.2016 she was deployed for sweeping the DG room and HSD yard area with other HK Maids but she refused to work and used unhealthy language with Shri Kuldeep - DG Incharge in front of HK Executive Ms. Poonam. Upon which the management issued her notice on 06.12.2016 and copy of the same was sent to the Labour Department, Chandigarh.

4. The workman filed replication reiterating the averments of her case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed by the then Presiding Officer :—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief she is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. During the pendency of the present industrial dispute, the case is taken up in Lok Adalat and the parties settled their dispute amicably. The workman made the following statement :—

"I have settled the dispute with the management for sum of ₹ 7,500/-. The management has paid cheque bearing No. 262475 dated 14.12.2019 drawn on Union Bank of India, Chandigarh. The reference may kindly be ordered accordingly."

Accordingly, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.),

(ANSHUL BERRY),

The 08.02.2020.

Presiding Officer,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

CHANDIGARH ADMINISTRATION

LABOUR DEPARTMENT

Notification

The 9th March, 2020

No. 13/1/9735-HII(2)-2020/4239.—In exercise of the powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL), dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 94/2018, dated 08.02.2020 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT, Chandigarh between:

JAI MANGAL GOSAWMI, S/O SHRI BHAGWAN GOSAWMI, HOUSE NO. C-404/2, FAIZA NIZAMPUR, CHANDIGARH (Workman).

AND

TEX AUTO ENGINEER, PLOT NO. 136—140/56, PHASE-I, INDUSTRIAL AREA, CHANDIGARH THROUGH ITS PARTNER (Management).

AWARD

1. This award shall dispose off the industrial dispute received in this Court under Section 2-A(2) of the Industrial Disputes Act, 1947 (hereinafter called 'ID Act').

2. Case of the workman in nutshell is that he was appointed by the management as Grinderman in the month of November 1999 and he remained uninterrupted employment of the management upto 18.05.2018 when his services were illegally & wrongly terminated by refusing work without any assigning any reason and notice. On 18.05.2018 about 1:00 P.M. the management had slapped the workman without any provocation and refused work without assigning any reason and notice. Refusal of work which amounts to termination is retrenchment under Section 2(oo) of the ID Act. The management has also violated the provision of Section 25-F of the ID Act.

3. The management contested the case of the workman and filed written statement that the workman had joined the management on 02.07.2007. The services of the workman were never terminated by the management rather on 18.05.2018 he indulged in a spat with Shri Jai Singh and used filthy, abusive and intimating language and thereafter he stopped coming at his own with effect from 19.05.2018.

4. The workman filed replication reiterating the averments of his case and denied the averments made in written statement. From the pleadings of the parties, following issues were framed:—

1. Whether the services of the workman were terminated illegally by the management, if so, to what effect and to what relief he is entitled to, if any ? OPW
2. Relief.

5. In support of the case, the workman stepped into the witness box as AW1. During the pendency of the present industrial dispute, the case is taken up in Lok Adalat and the parties settled their dispute amicably. The Proprietor of the management made the following statement:—

“I am ready to take the workman back on duty with continue of service and ₹ 40,000/- for the intervening period. He will be paid ₹ 11,000/- as wages per month w.e.f .10.02.2020. I am ready to make the payment to workman *vide* cheque No. 000611, dated 06.02.2020 drawn from Punjab and Sind Bank, Chandigarh for a sum of ₹ 40,000/-.”

Upon which, the workman made the following statement:—

“I agree to the statement made by the proprietor of the management and I have received the cheque of ₹ 40,000/- in lieu of settlement in this case.”

Accordingly, the present industrial dispute is disposed off as settled by way of compromise. Appropriate Government be informed. File be consigned to the record room.

(Sd.). . . ,

(ANSHUL BERRY),

Dated: 08-02-2020.

PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0095.

Secretary Labour,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION

FINANCE DEPARTMENT

ESTATE-I BRANCH

Notification

The 11th March, 2020

No. 36/6/166-UTFI(4)-2020/4286.—In exercise of the powers conferred by Section 3 and 22 of the Capital of Punjab (Development and Regulation) Act, 1952 and the rules made there under, read with Clause 5 of the Scheme namely "Allotment of land to Various Bodies/Associations/Trust/Organizations of Religious, Charitable, Cultural, Social Nature and Governments/Semi-Government Organization and its Autonomous Bodies, on Lease-hold Basis in Chandigarh, Scheme, 2005", the Hon'ble Governor of Punjab-cum-Administrator, UT, Chandigarh is pleased to earmark the land measuring 131.87 acres in Sector 12, Chandigarh, which is presently being used by the PEC Society for running Punjab Engineering College (PEC), Chandigarh, in favour of the Secretary Technical Education, Chandigarh Administration, with a condition that the land will be used for the above purpose only.

(Sd.). . . ,

Finance Secretary-cum-
Chief Administrator,
Union Territory, Chandigarh.

CHANGE OF NAME

I, Rani Mann, w/o Late Tarlok Mann, r/o # C-186, PU Campus, Sector 14, Chandigarh, have changed my name from Rani Mann to Ranbir Kaur Mann.

[161—1]

I, Archana Nayyar Bhardwaj, w/o Sunil Kumar Bhardwaj, # 910-A, Sector 43-A, Chandigarh, changed my name Archana Bhardwaj.

[162—1]

I, Viplove Mann, s/o Sh. Mangat Ram, r/o # C-186, PU Campus, Sector 14, Chandigarh, have changed my name from Viplove Mann to Amrinder Singh Mann.

[163—1]

I, Matadin, s/o Late Budh Ram, r/o # 759-A, Sector 7-B, Chandigarh, have changed my name from Matadin to Matadeen Karnawat.

[164—1]

नाम परिवर्तन

मैं, Monu, s/o Chunan, # 2494, Mauli Jagran Complex ने अपना नाम Monu से बदलकर Mohammad Meraj रख दिया है।

[165—1]

मैं, Lakhwinder Kaur, सुपुत्री मेहमल राम, # 23, Type III, PGI Campus, चण्डीगढ़ मैंने अपना नाम Lakhwinder Kaur से बदलकर Lakhvinder Kaur रख लिया है।

[166—1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc. "